

COOPERATIVE AGREEMENT

BETWEEN

NATIONAL PARK SERVICE

AND STATE OF HAWAII, DEPARTMENT OF HEALTH

Cooperative Agreement No: **CA8896-4-0001**, dated March 30, 1984

Modification No. : 0001

Effective Date: April 1, 2004

Project Title: Preservation of Historic Structures,
Kalaupapa

Cooperator Name: State of Hawaii

Department of Health

3650 Maunalei Ave., Room 205

Honolulu, Hawaii 96816

FOR THE STATE OF HAWAII

FOR THE NATIONAL PARK SERVICE

Signature

Bruce Anderson

Signature

Bryan Harry

Name: Bruce Anderson

Name: Bryan Harry

Title: Director of Health

Title: Superintendent, Pacific Islands
Support Office

Date: Aug 27, 2002

Date: 8 Aug 02

Signature

Tekla Seidl Vines

Name: Tekla Seidl Vines

Title: Contracting Officer

Date: Aug. 8, 2002

The Cooperative Agreement is modified as follows:

1. Section C, Statement of Agreement, is revised by adding the following subparagraph:

“8. That the first twenty year term of this Agreement expires on March 30, 2004, and a twenty year extension is desired. The new term of this extension will be from April 1, 2004 to March 30, 2024.”

1. Section D, Contract Administration Data is modified to correct the addresses of the two parties as follows:

- a. For the National Park Service, correct “Suite 6025” to read “Suite 6226”.

- b. For the Department of Health, change to read:

“Department of Health
3650 Maunalei Avenue, Room 205
Honolulu, HI. 96816

Attention: Hansen’s Disease Branch”

COOPERATIVE AGREEMENT

BETWEEN

NATIONAL PARK SERVICE

AND

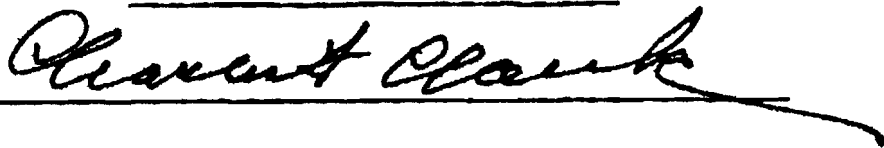
STATE OF HAWAII

DEPARTMENT OF HEALTH

COOPERATIVE AGREEMENT NO: CA 8896-4-0001

TITLE: PRESERVATION OF HISTORIC STRUCTURES, KALAUPAPA

DEPARTMENT OF HEALTH

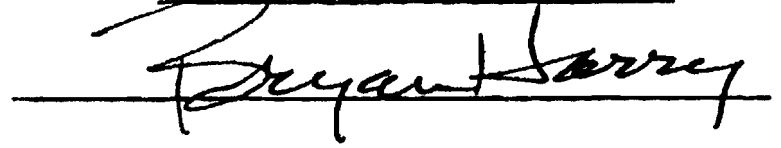


NAME: CHARLES G. CLARK

TITLE: Director of Health

DATE: March 7, 1984

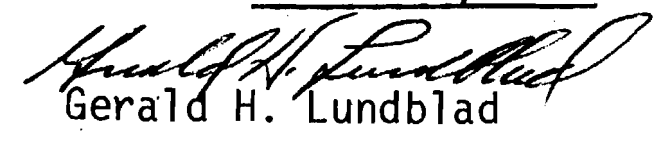
NATIONAL PARK SERVICE



NAME: BRYAN HARRY

TITLE: Director, Pacific Area

EFFECTIVE DATE: March 7, 1984


NAME: Gerald H. Lundblad

TITLE: Contracting Officer

DATE: March 30, 1984

Concurred by:



Chairman, Kalaupapa National Historical Park
Advisory Commission

PART I

THE SCHEDULE

SECTION A

COOPERATIVE AGREEMENT NO. CA 8896-4-0001

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PART I - THE SCHEDULE

SECTION B

STATEMENT OF WORK

1. GENERAL

The National Park Service and the Hawaii Department of Health shall provide a cooperative effort to carry out the provisions of Public Law 96-565 which establishes the Kalaupapa National Historical Park in the State of Hawaii; the National Park Service shall operate, preserve, and protect the Kalaupapa National Historical Park and the Department of Health shall continue health care programs for Hansen's disease patients residing in the Kalaupapa Settlement.

END OF SECTION B

SECTION C

STATEMENT OF AGREEMENT

WHEREAS, in accordance with Section 326-34, H.R.S., the County of Kalawao of which Kalaupapa Settlement is a part, is under the jurisdiction and control of the Department of Health, State of Hawaii (hereinafter known as the Department) and is governed by the laws, rules, and regulations of the Department and those relating to the care and treatment of persons affected with Hansen's disease, except as otherwise provided by law;

WHEREAS, Public Law 96-565 - December 22, 1980 (hereinafter known as the Act) establishes the Kalaupapa National Historical Park in the State of Hawaii and provides for the transferring of administration and management of Kalaupapa Settlement through cooperative agreements not less than 20 years' duration which the Secretary of Interior shall seek and may enter to preserve, protect, maintain, contract, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance;

WHEREAS, the Act declared a national policy to preserve and interpret Kalaupapa Settlement for the education and inspiration of present and future generations; to provide a guarantee that the Hansen's disease patients entitled to live in the Settlement may remain in Kalaupapa; to preserve and maintain important historic structures; and to provide that the preservation and interpretation of the Settlement be managed and performed by patients and Native Hawaiians to the extent practical;

WHEREAS, the National Park Service (hereinafter known as the Service) shall promote and regulate the use of the Federal park areas and may preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance in accordance with the Act;

WHEREAS, the Department has for many years managed the Kalaupapa Settlement to care for Hansen's Disease patients, owns many of the Settlement's facilities and utilities, has employees engaged in community operation functions, and desires to have the Kalaupapa Settlement preserved and interpreted for education and benefit of present and future generations, and is in agreement with the National policy that the preservation and interpretation at Kalaupapa be performed by Native Hawaiians and patients of the Kalaupapa Settlement to the extent possible;

WHEREAS, the Act with respect to special needs of the Hansen's Disease patients residing in the Kalaupapa Settlement provides for the Department to continue to be responsible for health care programs;

WHEREAS, under Sections 326-1, 326-3, and 326-40, H.R.S., health care programs cover primary through tertiary levels of health care which include dietary/nutrition and other ancillary support services and that first consideration in the planning and development of Kalaupapa as a National Historical Park should be given to the health care program;

SECTION C

STATEMENT OF AGREEMENT

WHEREAS, more than thirty of the structures at Kalaupapa Settlement have been nominated to the National Register as historic structures and are significant cultural features of Kalaupapa National Historical Park;

WHEREAS, the Hansen's Disease program of the Department is the recipient of approximately \$1.9 million annually in Federal reimbursements currently authorized under 42 U.S.C. 247e and the operation and maintenance of Kalaupapa Settlement which includes functions and responsibilities that may eventually come under the Service is part of a patient per diem cost and that to the extent of available Federal appropriation, reimbursements are based on costs per patient day/patient census data; and that funding from the Service for transferred operations should not replace current program reimbursements under 42 U.S.C. 247e;

WHEREAS, the Act provides that as a condition precedent to the expenditures of any federal funds, a binding written cooperative agreement of at least 20 years' duration be agreed to;

WHEREAS, both parties wish to avoid unnecessary, costly, and wasteful duplication of efforts; and,

WHEREAS, the two parties to this Agreement wish to cooperate with one another for their own mutual benefit and for the general benefit of the people of the United States and future generations;

WHEREAS, NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

A. THE DEPARTMENT AGREES:

1. That subject to the approval of the Hawaii Director of Health in accordance with Section 326-34, H.R.S., the Department shall transfer in an orderly manner the duties and functions set forth in Table 1 and Table 2, Scope of Work and Functions and Responsibility.
2. That subject to the approval of the Hawaii Director of Health (in accordance with H.R.S. 326-26), the Service and the public shall have the right to access at reasonable times to public portions of the property for interpretive and other purposes.

SECTION C

STATEMENT OF AGREEMENT

3. That the Department shall reimburse the United States in an amount equal to the fair market value of any capital improvements made to or placed upon the property in the event this Agreement is terminated prior to its natural expiration, or any extension thereof, by the Department, such value to be determined as of the date of such termination, or, at the election of the Service, that the Service be permitted to remove such capital improvements within a reasonable time of such termination. Upon the expiration of this Agreement, the improvements thereon shall become the property of the Department, unless the Service desires to remove such capital improvements and restore the property to its natural state within a reasonable time of such expiration.
4. That the Department will continue to perform the functions which are assigned to it by Table 1 and Table 2, which are attached hereto and hereby made a part of this Agreement, subject to availability of funds.

B. THE SERVICE AGREES:

1. That it will meet with the Department for joint planning and coordinating purposes.
2. That it will incorporate patient health care needs in any planning and development of the Kalaupapa National Historical Park.
3. That it will operate and maintain utilities, roads, non-medical patient functions and maintenance of historic structures within Kalaupapa National Historical Park, subject to the Availability of Funds in future years' appropriations, in accordance with Table 1 and Table 2, which are attached hereto and hereby made a part of this Agreement.
4. That progress reports regarding the work of the Service at the Kalaupapa Settlement will be provided the Department at least annually.
5. That nothing in this Agreement shall be done in violation of specific Kalaupapa provisions of State laws.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. That the Service and the Department shall consider jointly, at such places and at such intervals as may be agreed upon by both parties hereto, a general program of operation, preservation, and protection of Kalaupapa National Historical Park.

SECTION C

STATEMENT OF AGREEMENT

2. That planning sessions will be held conjointly at least annually and a multiyear program and financial plan will be developed and aligned with State and Federal budgets, since each agency is dependent on appropriations to determine the extent of their ability to perform the functions outlined in this Agreement, and that the transfer of any function will be considered respective of maintaining levels of Federal reimbursement under the current 42 U.S.C. 247e.
3. That the Service and the Department agree to form a transition committee whose responsibility will be the orderly transfer and maintenance of program functions.
4. That the Service and the Department will assist each other and provide administrative support in the development and implementation of any necessary guidelines in compliance with Federal and State procedures before the operation of any functions are transferred from the Department to the Service. This will include but not be limited to organization, personnel and payroll, budgeting and accounting, purchasing, property control, building, equipment, motor vehicles, collective bargaining unit contracts administration, capital improvements.
5. That this Cooperative Agreement shall remain in effect for a period of twenty years from its effective date and may be extended and/or amended by mutual agreement. This Cooperative Agreement shall be reviewed annually.
6. That no changes shall be made in the property which is the subject of the Agreement without mutual agreement of the Service and the Department.
7. That the Service and the Department may enter into contracts mutually or independently; and that the Special Provisions of Section E and the General Provisions of Part II, Section F of this agreement apply only to contracts entered into and funded by the Service; this does not apply to any and all functions and responsibilities transferred in part or outright by the Department to be maintained and operated by the Service.

END OF SECTION C

SECTION D

CONTRACT ADMINISTRATION DATA

1. CORRESPONDENCE

All correspondence and/or copies of all written notices between the Service and the Department shall be sent to the following addresses:

National Park Service
Pacific Area Office
300 Ala Moana Boulevard
Suite 6305, Box 50165
Honolulu, Hawaii 96850

Attention: Government Technical Representative

Department of Health
State of Hawaii
P. O. Box 3378
Honolulu, Hawaii 96801

Attention: Chief, Communicable Disease Division

END OF SECTION D